

EXHIBIT 1

Creamy Macaroni and Cheese

By Julia Moskin

Updated Dec. 16, 2024

Total Time 1 hour 40 minutes

Rating ★ ★ ★ ★ ★ (16,433)

There are two schools of thought about macaroni and cheese: Some like it crusty and extra-cheesy ([here's our recipe](#)), while others prefer it smooth and creamy. But most people are delighted by any homemade macaroni and cheese. It is light years ahead of the boxed versions. This creamy version has one powerful advantage for the cook: There's no need to preboil the pasta. It cooks in the oven, absorbing the liquid from the dairy products.

INGREDIENTS

Yield: 6 to 8 servings

2 tablespoons unsalted butter
1 cup cottage cheese (not low-fat)
2 cups milk (not skim)
1 teaspoon dry mustard
Pinch of ground cayenne
Pinch of ground nutmeg
½ teaspoon kosher salt
¼ teaspoon black pepper
1 pound sharp or extra-sharp Cheddar, grated
½ pound elbow pasta, uncooked

PREPARATION

Step 1

Heat oven to 375 degrees and position an oven rack in upper third of oven. Use 1 tablespoon butter to grease a 9-inch round or square baking pan.

Step 2

In a blender, purée cottage cheese, milk, mustard, cayenne, nutmeg and salt and pepper. Reserve ¼ cup grated Cheddar for topping. In a large bowl, combine remaining grated Cheddar, milk mixture and uncooked pasta. Pour into prepared pan, cover tightly with foil and bake 30 minutes.

Step 3

Uncover pan, stir gently, sprinkle with reserved cheese and dot with remaining tablespoon butter. Bake, uncovered, 30 minutes more, until browned. Let cool at least 15 minutes before serving.

Private Notes

Leave a Private Comment on this recipe and see it here.

EXHIBIT 2

Roasted Salmon Glazed With Brown Sugar and Mustard

By Sam Sifton

Updated Aug. 12, 2024

Total Time 15 minutes

Rating ★★★★★ (17,298)

This is what we call around here a no-recipe recipe, the sort of meal you can cook once off a card and you'll know it by heart: salmon glazed with brown sugar and mustard. The preparation could not be simpler. Heat your oven to 400. Make a mixture of Dijon mustard and brown sugar to the degree of spicy-sweetness that pleases you. Salt and pepper the salmon fillets. Place them skin-side down on a lightly oiled, foil-lined baking sheet, slather the tops with the mustard and brown sugar glaze and slide them into the top half of your oven. They ought to be done in 12 minutes or so, and they pair beautifully with [simple braised greens](#).

INGREDIENTS

Yield: Number of servings vary

Salmon fillets, preferably wild or farmed organically

Dijon mustard

Brown sugar

Salt and black pepper

PREPARATION

Step 1

Heat your oven to 400 degrees.

Step 2

Make a mixture of Dijon mustard and brown sugar to the degree of spicy-sweetness that pleases you. Salt and pepper the salmon fillets.

Step 3

Place the salmon fillets skin-side down on a lightly oiled, foil-lined baking sheet. Slather the tops of the fillets with the mustard and brown sugar glaze and slide them into the top half of your oven. Roast for about 12 minutes, then serve.

Private Notes

Leave a Private Comment on this recipe and see it here.

EXHIBIT 3

Takeout-Style Sesame Noodles

Recipe from Shorty Tang and Ed Schoenfeld

Adapted by Sam Sifton

Updated June 24, 2024

Total Time 10 minutes

Rating ★ ★ ★ ★ ★ (11,384)

Noodles dressed with sesame are popular in many parts of China, but this particular style, made with peanut butter and served cold, became a Chinese-American staple in the United States in the 1970s. The family of Shorty Tang — an ambitious restaurateur who emigrated from Sichuan to Taipei to New York — firmly believes that he invented the dish and still serve it at Hwa Yuan, the restaurant he opened in 1967 in Manhattan’s Chinatown. They have never divulged the exact recipe; this is our own lush but refreshing version. —**Sam Sifton**

INGREDIENTS

Yield: 4 servings

1 pound noodles, frozen or (preferably) fresh

2 tablespoons sesame oil, plus a splash

3½ tablespoons soy sauce

2 tablespoons rice vinegar

2 tablespoons sesame paste (preferably Chinese)

1 tablespoon smooth peanut butter

1 tablespoon granulated sugar

1 tablespoon finely grated ginger

2 teaspoons minced garlic

2 teaspoons chile-garlic paste, chile crisp or chile oil, or to taste

Half a cucumber, peeled, seeded and cut into ⅛-inch by ⅛-inch by 2-inch sticks

PREPARATION

Step 1

Bring a large pot of water to a boil. Add noodles and cook until barely tender, about 5 minutes. They should retain a hint of chewiness.

Step 2

Drain noodles, rinse with cold water, drain again and toss with a splash of sesame oil.

Step 3

In a medium bowl, whisk together the remaining 2 tablespoons sesame oil, the soy sauce, rice vinegar, sesame paste, peanut butter, sugar, ginger, garlic and chile-garlic paste.

Step 4

Pour the sauce over the noodles and toss.

Step 5

¼ cup chopped roasted peanuts

Transfer to a serving bowl, and garnish with cucumber and peanuts.

TIP

The Chinese sesame paste called for here is made of toasted sesame seeds; it is not the same as tahini, the Middle Eastern paste made of plain, untoasted sesame. But you could use tahini in a pinch. You need only add a little toasted sesame oil to compensate for flavor, and perhaps some peanut butter to keep the sauce emulsified.

Private Notes

Leave a Private Comment on this recipe and see it here.

EXHIBIT 4

Classic Marinara Sauce

Recipe from Lidia Bastianich

Adapted by Julia Moskin

Updated Feb. 3, 2025

Total Time 25 minutes

Rating ★★★★★ (10,307)

Homemade marinara is almost as fast and tastes immeasurably better than even the best supermarket sauce — and it's made with basic pantry ingredients. All the tricks to a bright red, lively-tasting sauce, made just as it is in the south of Italy (no butter, no onions) are in this recipe. Use a skillet instead of the usual saucepan: the water evaporates quickly, so the tomatoes are just cooked through as the sauce becomes thick. (Our colleagues over at Wirecutter have spent a lot of time testing skillets to find the best on the market. If you're looking to purchase one, check out their [skillet guide](#).) —**Julia Moskin**

INGREDIENTS

Yield: 3½ cups, enough for 1 pound of pasta

1 28-ounce can whole San Marzano tomatoes, certified D.O.P. if possible

¼ cup extra-virgin olive oil

7 garlic cloves, peeled and slivered

Small dried whole chile, or pinch crushed red pepper flakes

1 teaspoon kosher salt

1 large fresh basil sprig, or ¼ teaspoon dried oregano, more to taste

PREPARATION

Step 1

Pour tomatoes into a large bowl and crush with your hands. Pour 1 cup water into can and slosh it around to get tomato juices. Reserve.

Step 2

In a large skillet (do not use a deep pot) over medium heat, heat the oil. When it is hot, add garlic.

Step 3

As soon as garlic is sizzling (do not let it brown), add the tomatoes, then the reserved tomato water. Add whole chile or red pepper flakes, oregano (if using) and salt. Stir.

Step 4

Place basil sprig, including stem, on the surface (like a flower). Let it wilt, then submerge in sauce. Simmer sauce until thickened and oil on surface is a deep orange, about 15 minutes. (If using

oregano, taste sauce after 10 minutes of simmering, adding more salt and oregano as needed.) Discard basil and chile (if using).

Private Notes

Leave a Private Comment on this recipe and see it here.

EXHIBIT 5

Chocolate Chip Cookies

Recipe from Jacques Torres

Adapted by David Leite

Updated Jan. 22, 2025

Total Time 45 minutes, plus
chilling

Rating ★ ★ ★ ★ ★ (17,908)

You may have memorized the foolproof gem on the back of the Toll House bag, given to the world by Ruth Graves Wakefield in the 1930s. But this may become your new favorite chocolate chip cookie recipe. It's a little more complicated, and you'll have to plan ahead: After assembling the dough, you must chill it for at least 24 hours before baking it, and preferably up to 36. This allows the dry ingredients time to soak up the wet ones, which results in a firmer dough. It leads to a marvelously chewy, chocolate-rich cookie. Don't skimp on good chocolate, and the sea salt is not an option — it's the beacon at the top of this gorgeous treat. (You can certainly put this recipe together by hand, but a stand mixer makes it easy work. If you're in the market for one, our colleagues at The Wirecutter have tested quite a few, and they've put together [an excellent guide to the best.](#)) —**David Leite**

INGREDIENTS

Yield: 1½ dozen 5-inch cookies

2 cups minus 2 tablespoons cake
flour (8½ ounces)
1⅔ cups bread flour (8½ ounces)
1¼ teaspoons baking soda
1½ teaspoons baking powder
1½ teaspoons coarse sea salt, plus
more for sprinkling
1¼ cups unsalted butter (2½
sticks)
1¼ cups light brown sugar (10
ounces)
1 cup plus 2 tablespoons
granulated sugar (8 ounces)

PREPARATION

Step 1

Sift flours, baking soda, baking powder and salt into a bowl. Set aside.

Step 2

Using a mixer fitted with paddle attachment, cream butter and sugars together until very light, about 5 minutes. Add eggs, one at a time, mixing well after each addition. Stir in the vanilla. Reduce speed to low, add dry ingredients and mix until just combined, 5 to 10 seconds. Drop chocolate pieces in and incorporate them without breaking them. Press plastic wrap against dough and refrigerate for 24 to 36 hours. Dough may be used in batches, and can be refrigerated for up to 72 hours.

Step 3

2 large eggs

2 teaspoons natural vanilla extract

1¼ pounds bittersweet chocolate disks or fèves, at least 60 percent cacao content (see note)

When ready to bake, preheat oven to 350 degrees. Line a baking sheet with parchment paper or a nonstick baking mat. Set aside.

Step 4

Scoop 6 3½-ounce mounds of dough (the size of generous golf balls) onto baking sheet, making sure to turn horizontally any chocolate pieces that are poking up; it will make for a more attractive cookie. Sprinkle lightly with salt and bake until golden brown but still soft, 18 to 20 minutes. Transfer sheet to a wire rack for 10 minutes, then slip cookies onto another rack to cool a bit more. Repeat with remaining dough, or reserve dough, refrigerated, for baking remaining batches the next day. Eat warm, with a big napkin.

TIP

Disks are sold at Jacques Torres Chocolate; Valrhona fèves, oval-shaped chocolate pieces, are at Whole Foods.

Private Notes

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EXHIBIT 6



Genesis R&D Quote Request

1 message

Benjamin Miller <ben@esharesearch.com>
To: becki.holmes@gmail.com

Wed, May 4, 2016 at 10:05 AM

Rebecca,

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Best regards,

Benjamin Miller

ESHA Product Consultant

800-659-3742 ext 117

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From: Wufoo [<mailto:no-reply@wufoo.com>]

Sent: Wednesday, May 4, 2016 9:22 AM

To: sales@esha.com

Subject: Quote Request [#1375]

First Name *

Rebecca

Last Name *

Holmes

Company Name *

Self

Phone Number *

2064579598

Email *

becki.holmes@gmail.com

Address *






628 Prospect Avenue
Hermosa Beach, CA 90254
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EXHIBIT 7



RE: Genesis R&D Consultant Quote Follow Up

1 message

Benjamin Miller <ben@esharesearch.com>
To: 'Becki Holmes' <becki.holmes@gmail.com>

Mon, May 9, 2016 at 3:59 PM

Becki,

Sorry, I spoke too soon, my manager just sent me the attached PDF for commercial licensing. You can look that over, as well as our full EULA.

Benjamin Miller

ESHA Product Consultant


800-659-3742 ext 117

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From: Becki Holmes [mailto:becki.holmes@gmail.com]
Sent: Monday, May 09, 2016 3:04 PM
To: Benjamin Miller <ben@esharesearch.com>
Subject: Re: Genesis R&D Consultant Quote Follow Up

Hi Benjamin,

Are you free in 10 minutes? I'll be getting on the road to commute, and would like to discuss further.

Best,
Becki Image removed by sender.

On Mon, May 9, 2016 at 2:56 PM, Benjamin Miller <ben@esharesearch.com> wrote:

Becki,

I am following up to make sure you received the information you were looking for and see if you had a chance to review our [Genesis R&D](#) software.

I'm happy to assist and here to help answer any questions.

Best Regards,

Case 3:25-cv-00656

Document 1-1

Filed 04/22/25

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Benjamin Miller

ESHA Product Consultant

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Becki Holmes, MS, RD

p. [206-457-9598](tel:206-457-9598)

becki.holmes@gmail.com

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11. Term of Agreement, Termination.
 - a. This Agreement shall become effective upon Licensee's electronic execution of the Agreement, as set forth below. Subject to the termination provisions below, the license rights granted herein shall remain in effect for the license terms you have purchased in your Purchase Order.
 - b. ESHA may terminate this Agreement and the licenses granted herein immediately in the event Licensee breaches any term or condition of this Agreement and fails to cure such breach within 10 days following its receipt of written notice thereof. For purposes of this provision, ESHA may provide written notice by sending it to Licensee at the email address set forth in the Purchase Order. If the licenses granted under this Agreement expire or terminate, Licensee shall immediately cease using the applicable Licensed Software, shall destroy all copies of the Licensed Software within Licensee's possession, custody or control, and shall promptly certify in writing to ESHA that it has destroyed all copies of them, in any and all forms and media, within its possession, custody or control. Licensee acknowledges and agrees that in the event a license expires or terminates, ESHA may remotely disable or otherwise remove the applicable Licensed Software from Licensee's use without further notice or approval.
12. Confidential Information. The Licensed Software (including the nutritional database embedded therein) and all other information ESHA discloses to Licensee in connection with them, shall be considered ESHA's Confidential Information, which ESHA discloses only subject to a license agreement. Licensee agrees that it and its employees, agents

and representatives shall: (i) keep ESHA's Confidential Information strictly confidential, and shall not disclose such information to any other person or entity without the express written consent of ESHA; (ii) limit internal disclosure of the Confidential Information solely to its employees, agents and representatives who must be apprised of the Confidential Information to advance the purposes of this Agreement, and only to the extent that they must be apprised for those purposes; (iii) contractually bind all such persons to honor the confidentiality and use restrictions imposed upon the Licensee; (iv) use the Confidential Information solely for the purpose of using the Licensed Software as licensed by ESHA in this Agreement; and (v) upon demand, immediately surrender to ESHA the Confidential Information and all notes, records, documentation, models, software, databases and other items or materials containing such Confidential Information. Confidential Information shall not include: (i) information that is in, or enters into, general public access without breach of this Agreement through no fault of Licensee; (ii) information Licensee was demonstrably in possession of prior to receiving it from ESHA; (iii) information Licensee can demonstrate was developed by Licensee independently of, and with neither use of nor reference to, ESHA's Confidential Information; and (iv) information Licensee receives from a third party without restriction on disclosure and without breach by such third party of a nondisclosure obligation. Notwithstanding the above, Licensee understands and acknowledges that the public availability of, or Licensee's possession of, any particular nutritional data shall not in any manner reduce the confidentiality of the nutritional database embedded within the Licensed Software as a confidential and proprietary collection of data.

13. Warranty of Original Development. ESHA warrants that the Licensed Software is, and will be, of original development by ESHA.
14. Limitation of Warranties. Other than the warranties expressly set forth in this Agreement, ESHA makes no other warranties, express or implied. ESHA specifically disclaims, to the fullest extent allowed by law, all implied warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose and any warranties under the Uniform Computer Information Transactions Act, as may be adopted by any jurisdiction from time to time.
15. Limitation of Remedies. In no event shall ESHA be liable to Licensee for any indirect, incidental, special, punitive or consequential damages or lost profits arising out of or related to Licensee's use of the Licensed Software, even if ESHA has been advised of the possibility thereof. In particular, ESHA shall not be liable for the loss of information arising from the use of, or inability to use, the Licensed Software. ESHA's liability to Licensee, if any, whether arising under contract or based upon a claim of strict liability, negligence or some other tort or statutory claim, shall in no event exceed the total of the payments made to ESHA hereunder during the 12-month period immediately preceding the event upon which liability is predicated. The warranties and remedies set forth above are exclusive and in lieu of all others, oral or written, express or implied. Licensee acknowledges that the forgoing limitation of remedies is a material condition of ESHA's willingness to enter into this Agreement, and that ESHA would not enter into this agreement but for such limitation.
16. Independent Parties. ESHA and Licensee agree that Licensee is an independent licensee and that the relationship created by this Agreement is not that of employer and employee, partnership, joint venture or franchise. Neither party shall have the authority to bind or obligate the other party in any manner.

17. Remedies. In the event Licensee breaches or defaults upon any covenant, warranty, term or condition of this Agreement, ESHA may pursue any legal or equitable remedies available to it under the laws of the state of Oregon or the applicable laws of the United States. The parties agree that in the event of a breach of any of the covenants pertaining to ESHA's intellectual property rights or Confidential Information, such a breach will result in irreparable and continuing damage in an amount which is not readily ascertainable and for which there will be no adequate remedy at law. In the event of any breach of such covenants, ESHA shall be entitled to injunctive relief and such other and further relief, including damages, as may be provided by law.
18. Non-Waiver. The failure or delay of either party to require performance of, or to otherwise enforce, any condition or other provision of this Agreement shall not waive or otherwise limit that party's right to enforce, or pursue remedies for the breach of, any such provision or condition. No waiver by either party of any particular condition or provision of this Agreement, including this non-waiver provision, shall constitute a waiver or limitation on that party's right to enforce performance of, or pursue remedies for the breach of, any other condition or provision of this Agreement.
19. Successor Interests. This Agreement and the rights granted hereunder are not assignable or transferable by Licensee without the express written consent of ESHA, which shall not be unreasonably denied or delayed. Subject to this restriction, this Agreement is binding upon, and shall inure to the benefit of, the successors, assigns and bankruptcy estates of each of the parties.
20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon without regard to, or application of, any conflict of law provisions.
21. Jurisdiction, Venue. The parties agree that any suit, action or arbitration proceeding arising out of or relating to this Agreement shall be brought in Multnomah County, Oregon, and the parties expressly consent to the personal jurisdiction over them of any state or federal court in Multnomah County, Oregon.
22. Attorney's Fees. If either party to this Agreement breaches any term of this Agreement, then the other party shall be entitled to recover all expenses of whatever form or nature, costs and attorneys fees reasonably incurred to enforce the terms of the Agreement, whether or not suit is filed, including such costs or fees as may be awarded in arbitration or by a court at trial or on appeal. In addition, in the event either party to this Agreement becomes a debtor subject to the United States Bankruptcy Code, the non-debtor party shall be entitled to recover any expenses, costs and fees, including attorneys fees, incurred in connection with enforcing its rights against the debtor party, whether those rights arise under this contract or involve matters arising solely under the Bankruptcy Code.
23. Severability. If any court of competent jurisdiction finds any term of this Agreement or of any other document or instrument referred to or contemplated in this Agreement, to be invalid or unenforceable, such determination shall not affect the validity and enforceability of the remainder of the Agreement, and the court shall enforce the Agreement in such a manner as to give substantial effect to the intent of the parties as expressed in the Agreement.

24. Paragraph Headings. All paragraph headings in this Agreement appear for convenience of reference, and shall not affect the meaning or interpretation of the Agreement.
25. Amendments. This Agreement may be amended or modified only by a written instrument executed by the parties which expressly states the intent of the parties to modify or amend this Agreement.
26. Entire Agreement. This Agreement and the Purchase Order constitute the entire agreement between the parties pertaining to the subject matter of the Agreement, and supersede all prior discussions, negotiations, understandings, representations and agreements, whether oral or written. The Purchase Order shall, for all purposes, consist solely of the standard purchase documentation provided by ESHA to you. No terms or conditions in any purchase order form, order acknowledgement or similar documentation provided by you, nor any amendments you make to ESHA's Purchase Order, shall be effective. All terms of this Agreement are contractual and not mere recitals.
27. Electronic Execution. Execution of this Agreement shall occur, and may be evidenced by, your electronic assent to its terms through your clicking the "I Agree" button below. By clicking the "I Agree" button, you are warranting that the information you provided in any Purchase Order documentation is accurate and complete, and that you are authorized to execute this Agreement on behalf of the Licensee. You are not authorized to load or otherwise access or use the Licensed Software unless you agree to this Agreement. If you do not agree to this Agreement, please contact ESHA immediately to arrange for return of this product and a refund of any purchase price already paid. After executing this Agreement, you may print a copy of it for your records.

☐ **I Agree**

☐ **I Don't Agree**

EXHIBIT 8



Genesis R&D Quote Request

1 message

Benjamin Miller <ben@esha.com>

Tue, Aug 15, 2017 at 7:22 AM

To: beckl@foodwit.com <beckl@foodwit.com>

Rebecca,

Thank you for your interest in our [Genesis R&D](#). I am excited about what our software solutions can do for you and your team and happy to guide you to the best solution to meet your needs. I am happy to provide you with a quote if you would like. The ESHA Consulting License provides full access to all Genesis R&D Food modules, on an annual subscription basis. Package includes ESHA Port utility, priority support, and updates. Attached is pricing information.

In addition, our Genesis consultant has the option to be exclusive Genesis software resellers. As a reseller, you can sell Genesis to customers at standard rates and receive a 30% reimbursement for each software sale.

This program lets you have everything ESHA Genesis offers at a discounted rate to assist in building your business with ESHA's 30 plus years of expertise as a leader in nutrition labeling and formulation software as your partner.

Links to learn more about Genesis:

- [Overview of the Genesis R&D program](#)
- [Label samples](#)
- [Report samples](#)
- [Genesis limited Demo](#)

Please let me know if you have any questions or would like to place an order.

Benjamin Miller

Product Consultant

ESHA Research


T: 503-585-6242 x117

F: 503-585-5543

Email: Ben@esha.com

www.esha.com

From: Wufoo [<mailto:no-reply@wufoo.com>]
Sent: Monday, August 14, 2017 3:48 PM
To: Sales <Sales@esha.com>
Subject: Genesis R&D Quote Request [#482]

First Name *	Rebecca
Last Name *	Holmes
Company Name *	Foodwit
Phone Number *	2064579598
Job Title	Founder
Email *	beckl@foodwit.com
Address *	<div></div> <div>1455 NW Irving Street Suite 200 Portland, OR 97209 United States</div>
Are you an academic facility? *	No
Are you a consultant? *	Yes
What platform are you interested in? *	<div><div></div>Hosted Subscription</div>
How many licenses (concurrent users)	2
Additional Modules	<div><div></div>ESHA Port (Import/Export)</div> <div><div></div>Genesis API</div>
Label Modules	<div><div></div>Mexico</div> <div><div></div>United States</div>

How did you hear about ESHA? *

Other (Please Specify)

Other (Please Specify)

Industry Experience



GNF-CONSULTANT-2017.pdf
64 KB



esha

Genesis R&D®

Food Development and Labeling Software

2017 Genesis R&D® Consultant Subscription Price List and Order Form

Name _____

Company _____

Address _____

Billing Address (if different) _____

City _____ State _____ Zip or Postal Code _____

Phone _____ Fax _____ Email _____

To order, call 800-659-3742 option 2 or 503-585-6242 option 2 (outside the U.S.), fax this form to 503-585-5543, email it to sales@esha.com or return this form with payment to: ESHA Research, 4747 Skyline Rd. S Ste. 100, Salem, OR 97306.

Payment Information:

Visa/MC/Amex/Disc. # _____ Expiration _____

PRICES *(all prices in U.S. dollars)*

Genesis R&D	Annual	Qty.	Total
Includes <ul style="list-style-type: none">• 1 Named User• All Label Modules• ESHA Port	\$3,499		
Add-Ons	Annual	Qty.	Total
Additional Users	\$1,499		
<i>Workflow Utilities</i>			
ESHA Port Connect*	\$999		

**on-site install only*

Genesis R&D consultants are also eligible to sign up as exclusive Genesis resellers. As a reseller, you will earn 30% of the total value of any Genesis sales you initiate.

Total _____**Notice**

All subscription services will automatically renew at the end of the subscription period, unless you cancel your Paid Subscription before the end of the current subscription period.

EXHIBIT 9



Re: Genesis R&D Quote Follow Up

1 message

Becki Holmes <becki@foodwit.com>
To: Benjamin Miller <ben@esha.com>

Wed, Aug 30, 2017 at 2:01 PM

Hi Ben,

Hope you've been well! I'd like to sign up for a cloud subscription. Attached is the completed form. Please let me know when we can expect access and credentials.

Best,
Becki

On Fri, Aug 18, 2017 at 10:27 AM, Benjamin Miller <ben@esha.com> wrote:

Rebecca,

I am following up to make sure you received the information you were looking for and see if you had a chance to review our [Genesis R&D](#) software.

I'm happy to assist and here to help answer any questions.

Best Regards,

Benjamin Miller

Product Consultant

ESHA Research

T: [503-585-6242](tel:503-585-6242) x117

F: [503-585-5543](tel:503-585-5543)

Email: Ben@esha.com

www.esha.com

[Facebook](#) | [Twitter](#) | [LinkedIn](#)

—

Becki Holmes
[Foodwit](#) - Founder & Principal
p. 206.457.9598





esha

Genesis R&D®

Food Development and Labeling Software

2017 Genesis R&D® Consultant Subscription Price List and Order FormName Rebecca HolmesCompany FoodwitAddress 8045 SW 11th Avenue

Billing Address (if different) _____

City Portland State OR Zip or Postal Code 97219Phone 206-457-9598 Fax _____ Email becki@foodwit.com

To order, call 800-659-3742 option 2 or 503-585-6242 option 2 (outside the U.S.), fax this form to 503-585-5543, email it to sales@esha.com or return this form with payment to: ESHA Research, 4747 Skyline Rd. S Ste. 100, Salem, OR 97306.

Payment Information:Visa/MC/Amex/Disc. # 5592 5700 0241 5276 Expiration 06/19**PRICES** (all prices in U.S. dollars)

Genesis R&D	Annual	Qty.	Total
Includes <ul style="list-style-type: none">• 1 Named User• All Label Modules• ESHA Port	\$3,499	1	3,499
Add-Ons	Annual	Qty.	Total
Additional Users	\$1,499		
Workflow Utilities			
ESHA Port Connect*	\$999		

*on-site install only

Genesis R&D consultants are also eligible to sign up as exclusive Genesis resellers. As a reseller, you will earn 30% of the total value of any Genesis sales you initiate.

Total 3,499**Notice**

All subscription services will automatically renew at the end of the subscription period, unless you cancel your Paid Subscription before the end of the current subscription period.

EXHIBIT 10



RE: Genesis R&D Quote Follow Up

1 message

Benjamin Miller <ben@esha.com>
To: Becki Holmes <becki@foodwit.com>

Wed, Aug 30, 2017 at 2:10 PM

Becki,

Great! Thank you for providing your credit card information.

To complete the sign-up process for the Genesis Cloud Services, I will need you to fill out this [ESHA Cloud Registration Form](#), so that we can create the account. Once the form is completed, it will take 1-3 business days to have the cloud installation ready to go for you.

When the access is ready, we will send you notification via email.

That email will contain:

1. Your log-in information and link to access Genesis
2. The paid invoice receipt
3. Links for our various support departments, tutorials, and user manual

I look forward to the completion of your set-up form.

Please let us know if we can provide further assistance.

Best Regards,

Benjamin Miller

Product Consultant

ESHA Research

T: 503-585-6242 x117

F: 503-585-5543

Email: Ben@esha.com

www.esha.com

[Facebook](#) | [Twitter](#) | [LinkedIn](#)

From: Becki Holmes [mailto:becki@foodwit.com]

Sent: Wednesday, August 30, 2017 2:01 PM

To: Benjamin Miller <ben@esha.com>

Subject: Re: Genesis R&D Quote Follow Up

Hi Ben,

Hope you've been well! I'd like to sign up for a cloud subscription. Attached is the completed form. Please let me know when we can expect access and credentials.

Best,

Becki

On Fri, Aug 18, 2017 at 10:27 AM, Benjamin Miller <ben@esha.com> wrote:

Rebecca,

I am following up to make sure you received the information you were looking for and see if you had a chance to review our [Genesis R&D](#) software.

I'm happy to assist and here to help answer any questions.

Best Regards,

Benjamin Miller

Product Consultant

ESHA Research

T: [503-585-6242](tel:503-585-6242) x117

F: [503-585-5543](tel:503-585-5543)

Email: Ben@esha.com

www.esha.com

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